

# Exhibit G



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# Transcript of Stephanie Christianson, Designated Representative

**Date:** June 27, 2018

**Case:** UMG Recordings, Inc., et al. -v- Grande Communications Networks, LLC, et al.

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Transcript of Stephanie Christianson, Designated Representative 1 (1 to 4)  
Conducted on June 27, 2018

1	IN THE UNITED STATES DISTRICT COURT	1	A P P E A R A N C E S
2	FOR THE WESTERN DISTRICT OF TEXAS	2	FOR PLAINTIFFS:
3	AUSTIN DIVISION	3	Philip J. O'Beirne
4	UMG RECORDINGS, INC., §	4	STEIN MITCHELL CIOPOLLINE
5	et al. §	5	BEATO & MISSNER LLP
6	§	6	1100 Connecticut Avenue, N.W., Suite 1100
7	VS. § CIVIL ACTION NUMBER	7	Washington, D.C. 200036
8	§ 1:17-cv-0365-LY	8	(202) 661-0900
9	GRANDE COMMUNICATIONS §	9	pobeirne@steinmitchell.com
10	NETWORKS LLC and §	10	
11	PATRIOT MEDIA §	11	ON BEHALF OF DEFENDANTS:
12	CONSULTING, LLC §	12	Richard L. Brophy
13		13	Margaret R. Szewczyk
14	30(b)(6) Deposition of	14	ARMSTRONG TEASDALE LLP
15	Grande Communications Networks LLC	15	7700 Forsyth Boulevard, Suite 1800
16	By and Through its Designated Representative	16	St. Louis, Missouri 63105
17	STEPHANIE CHRISTIANSON	17	(314) 342-4159
18	And in Her Individual Capacity	18	rbrophy@armstrongteasdale.com
19	Austin, Texas	19	mszewczyk@armstrongteasdale.com
20	June 27, 2018	20	
21	9:53 a.m.	21	VIDEOGRAPHER:
22	Volume 1 of 2	22	Leyhbert Sharp
23	Job No.: 193712	23	
24	Pages: 1 - 238	24	
25	Reported by: Micheal A. Johnson, RDR, CRR	25	
2		4	
1	Deposition of STEPHANIE CHRISTIANSON, held	1	INDEX
2	at the location of:	2	STEPHANIE CHRISTIANSON
3		3	June 27, 2018
4		4	APPEARANCES 3
5	Kelly Hart & Hallman LLP	5	PROCEEDINGS 8
6	303 Colorado Street, Suite 2000	6	
7	Austin, Texas 78701	7	EXAMINATION OF STEPHANIE CHRISTIANSON:
8		8	BY MR. O'BEIRNE 9
9		9	
10		10	ACKNOWLEDGMENT OF DEPONENT 236
11		11	REPORTER'S CERTIFICATION 238
12	Pursuant to Notice, before Micheal A.	12	
13	Johnson, Registered Diplomate Reporter and	13	
14	Certified Realtime Reporter.	14	
15		15	
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17		17	
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Transcript of Stephanie Christianson, Designated Representative 4 (13 to 16)  
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	13		15
1 Q. And your date of birth?		1 <b>A. Correct.</b>	
2 <b>A. September 15, 1976.</b>		2 Q. We have the list from counsel. I think	
3 Q. And your current address?		3 we're all on the same page as to which topics they	
4 <b>A. 1055 Pinnacle Parkway, New Braunfels,</b>		4 are, but I just wanted to make sure to have that	
5 <b>Texas 78132.</b>		5 in front of us as we go forward this morning.	
6 Q. And what is your current position with		6 Okay?	
7 Grande?		7 <b>A. Sure.</b>	
8 <b>A. I am a technical project manager.</b>		8 MR. BROPHY: Counsel, just one point of	
9 Q. How long have you been a technical project		9 clarification on that. Topic 41, which we	
10 manager?		10 originally designated Ms. Christianson for, I	
11 <b>A. Approximately two and a half years.</b>		11 think we're going to be able to find a more	
12 Q. And who do you report to?		12 appropriate witness for that topic. So if you're	
13 <b>A. James Jordan.</b>		13 okay with it, we would like to de-designate her	
14 Q. Do you have individuals that report		14 for Topic 41 and provide someone else for that	
15 directly to you?		15 topic. She can speak to it to some extent, but I	
16 <b>A. I do not.</b>		16 think there's likely someone else who's better	
17 Q. Okay. Another housekeeping item.		17 suited for responding to that topic.	
18 Yesterday Mr. Christianson was deposed, you may be		18 MR. O'BEIRNE: Okay. Can we table that	
19 aware?		19 until a break, because I think we have some other	
20 <b>A. I am.</b>		20 topics for which Ms. Christianson is not	
21 Q. And in front of you are exhibits that we		21 designated and I want to follow up with you about	
22 entered during his deposition. And to save paper		22 that too.	
23 and for convenience, if I'm going to use again an		23 MR. BROPHY: Certainly.	
24 exhibit I used yesterday, my plan is just to hand		24 MR. O'BEIRNE: Let's huddle up, but for	
25 you the exhibit from the pile we used and that way		25 now I won't ask questions on 41.	
	14		16
1 you'll have it in front of you and counsel already		1 MR. BROPHY: Sounds good.	
2 has a copy.		2 BY MR. O'BEIRNE:	
3 MR. O'BEIRNE: And I understand counsel		3 Q. Ms. Christianson, I'm handing you what was	
4 has no objection to us proceeding that way.		4 introduced previously as Plaintiffs' Exhibit 54.	
5 MR. BROPHY: That's correct.		5 Please take a moment to review that.	
6 BY MR. O'BEIRNE:		6 (Witness reviews document.)	
7 Q. So if you could slide me that stack of		7 BY MR. O'BEIRNE:	
8 exhibits, which are unchanged and untouched from		8 Q. That is one of Grande's responses to	
9 yesterday, and all I'll do is flip through and		9 written discovery in this case that are called	
10 find whatever I want to talk to you about so that		10 "interrogatories." Have you reviewed this	
11 we'll be on the same page.		11 document before?	
12 <b>A. Sounds good.</b>		12 <b>A. No.</b>	
13 Q. Okay. With that, I am handing you what		13 Q. Okay. One of the topics in your	
14 was admitted yesterday as Plaintiffs' Exhibit 188.		14 deposition regards -- I guess several of them do,	
15 Please take a moment to review the first page of		15 acceptable use policies and DMCA policies that	
16 that document.		16 have been adopted by Grande. You generally	
17 (Witness reviews document.)		17 understand that, right?	
18 BY MR. O'BEIRNE:		18 <b>A. Yes.</b>	
19 Q. This is the notice of 30(b)(6) deposition		19 Q. Okay. And if you look at interrogatory --	
20 that plaintiffs served on Grande. Have you seen		20 if you turn to page 12 of PX54, you'll see there's	
21 this document before?		21 an Interrogatory 11, "Describe in detail the	
22 <b>A. I have.</b>		22 complete factual and legal bases for your	
23 Q. And you are here to provide 30(b)(6)		23 contention that you are entitled to safe harbor	
24 testimony in response to the topics -- some of the		24 protection under the DMCA."	
25 topics listed in here, correct?		25 Do you see that?	

Transcript of Stephanie Christianson, Designated Representative 5 (17 to 20)  
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<p>1   <b>A. Yes, I do.</b></p> <p>2   Q. Then if you turn to Topic 13 of the 3   notice, which is one of the topics I understand 4   for which you've been offered by Grande, the topic 5   is, "The factual basis (or bases) for Grande's 6   assertion to entitlement to the DMCA safe harbor 7   from copyright infringement liability (referenced 8   in Grande's response to Plaintiffs' 9   Interrogatory 11), to include 'each policy that 10   provides for the termination of subscribers and 11   account holders who are repeat copyright 12   infringers' Grande references, the effective date 13   and period of application of such a policy, the 14   implementation of such a policy, and the number of 15   repeat infringers terminated under that policy."</p> <p>16   You see that?</p> <p>17   <b>A. I do.</b></p> <p>18   Q. Are you prepared to provide testimony on 19   behalf of Grande on Topic 13?</p> <p>20   <b>A. I am.</b></p> <p>21   Q. Okay.</p> <p>22   (Deposition Exhibit 190 marked for 23   identification.)</p> <p>24 BY MR. O'BEIRNE:</p> <p>25 Q. I'm handing you what I've just marked as</p>	17	<p>1   <b>A. Yes, I do.</b></p> <p>2   Q. All right. I would like to ask you now 3   about Grande's acceptable use policies over time 4   and its DMCA policy. Okay?</p> <p>5   <b>A. Sure.</b></p> <p>6   Q. I'm handing you what's previously been 7   admitted as PX103. Do you recognize that 8   document?</p> <p>9   (Witness reviews document.)</p> <p>10   <b>A. Yes.</b></p> <p>11 <b>BY MR. O'BEIRNE:</b></p> <p>12 Q. What is that?</p> <p>13 <b>A. It is the acceptable use policy that's on 14 our Internet.</b></p> <p>15 Q. And what was the effective date of that 16 policy?</p> <p>17 <b>A. It is dated October 1st, 2013.</b></p> <p>18 Q. I see that at the top. So I understand 19 you to be testifying that that policy became 20 effective October 1st, 2013?</p> <p>21 <b>A. That is what it says.</b></p> <p>22 Q. Again, so -- and I'm glad you mentioned it 23 that way so we can clarify. Throughout the day 24 there may be documents that have information in 25 them and I may ask you, does this document say X</p>	19
<p>1   PX190. I'm sorry, I accidentally handed you two 2   copies of it. PX190 is a supplemental response to 3   Interrogatories 11 and 15 served by Grande on 4   plaintiffs in this case. Do you see that from the 5   title?</p> <p>6   <b>A. I do.</b></p> <p>7   Q. And so we've got in front of us the third 8   supplemental responses to all the interrogatories 9   and then the supplemental response to 11.</p> <p>10   In PX190, if you look at the bottom of 11 page 2 -- bear with me, I'm sorry. I lost my -- 12 sorry -- at the top of page 3. So we're looking 13 at PX190, the top of page 3, the third line down 14 starts a sentence, "The document titled DMCA 15 Policy and Procedure, which has already been 16 produced, has been available at" -- and there's a 17 link to Grande's DMCA policy -- "since 18 November 30, 2016." Do you see that?</p> <p>19   <b>A. I do.</b></p> <p>20   Q. And then it also says, "Grande's 21 Acceptable Use Policy, which has already been 22 produced, has been available at" -- and then 23 there's another link -- "since at least 24 March 2014."</p> <p>25   Do you see that?</p>	18	<p>1   or Y or Z, like you just said what -- words are 2   written on the top of the document. That's one 3   kind of question. Another kind of question is 4   setting aside what the document says, what 5   knowledge does Grande have about the document, the 6   circumstances of it, the meaning of it, et cetera. 7   Do you understand that distinction?</p> <p>8   <b>A. I do.</b></p> <p>9   Q. So Topic 13 we looked at is the factual 10 basis for Grande's assertion to entitlement to the 11 safe harbor to include the effective date of any 12 policy that Grande believes entitles it to the 13 safe harbor.</p> <p>14   So what was the effective date of that 15 policy?</p> <p>16   <b>A. I can't answer that. I'm not sure.</b></p> <p>17   Q. Okay. Is that the current Grande 18 acceptable use policy for residential users?</p> <p>19   (Witness reviews document.)</p> <p>20 BY MR. O'BEIRNE:</p> <p>21 Q. Ms. Christianson, are you reviewing that 22 in detail to ensure that's an accurate copy of the 23 one that was effective 2013 or to determine 24 whether there's a subsequent one?</p> <p>25 <b>A. I'm trying to see if there's some clue in</b></p>	20

## Transcript of Stephanie Christianson, Designated Representative

8 (29 to 32)

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	29		31
1	provided for the termination of subscribers or	1	testimony with anybody at the break?
2	account holders who are repeat copyright	2	<b>A. No.</b>
3	infringers?	3	Q. Okay. Before we broke, we were discussing
4	<b>A. I can't speak to that either.</b>	4	Grande's historical handling of allegations of
5	Q. Did Grande have a policy in 2011 that	5	copyright infringement. Do you recall that?
6	provided for the termination of subscribers or	6	<b>A. I do.</b>
7	account holders who are repeat copyright	7	Q. And we've established that prior to --
8	infringers?	8	well, strike that.
9	<b>A. I can't speak to that.</b>	9	Between 2010 -- I'm sorry, strike that
10	Q. Did Grande have a policy in 2012 that	10	again. I'm going to take this in a sensible way.
11	provides for the termination of subscribers and	11	The 12 subscribers that Grande has
12	account holders who are repeat copyright	12	terminated for copyright infringement were all
13	infringers?	13	terminated after June 2017, correct?
14	<b>A. Repeat the question, please.</b>	14	<b>A. Yes.</b>
15	Q. Did Grande have a policy in 2012 that	15	Q. So it's fair to say that Grande did not
16	provided for the termination of subscribers and	16	terminate any subscribers for copyright
17	account holders who are repeat infringers?	17	infringement or alleged copyright infringement
18	<b>A. That provided for the termination, is that</b>	18	18 between at least October 2010 and May 2017,
19	<b>what you're asking?</b>	19	19 correct?
20	Q. Yes.	20	<b>A. Correct.</b>
21	<b>A. Not that I'm aware of.</b>	21	Q. That was based on a decision made by
22	Q. Did Grande have a policy in 2014 that	22	Grande in 2010, right?
23	provided for the termination of subscribers and	23	MR. BROPHY: I'll object as outside the
24	account holders who were repeat infringers?	24	scope of the topics.
25	<b>A. Not that I'm aware of.</b>	25	
	30		32
1	Q. Grande did not have a policy that provided	1	BY MR. O'BEIRNE:
2	for the termination of subscribers and account	2	Q. You can answer.
3	holders who were repeat infringers until, at the	3	<b>A. Yes.</b>
4	earliest, the DMCA policy and procedure published	4	Q. And from October 2010 through May 2017,
5	in 2016, correct?	5	Grande was not terminating any users for copyright
6	<b>A. Yes.</b>	6	infringement or alleged copyright infringement
7	MR. O'BEIRNE: Did you need to break now	7	7 regardless of the source of any notice of
8	or at 10:30?	8	8 copyright infringement, right?
9	MR. BROPHY: If it's okay -- if now is	9	<b>A. Sorry, can you repeat that?</b>
10	okay.	10	Q. Sure, that's fine. From October 2010
11	MR. O'BEIRNE: Now is okay. Can we huddle	11	11 through May 2017, Grande was not terminating any
12	up real quick before you disappear?	12	12 users for copyright infringement or alleged
13	MR. BROPHY: Sure.	13	13 copyright infringement regardless of the source of
14	MR. O'BEIRNE: Let's go off the record.	14	14 any notice of alleged copyright infringement that
15	THE VIDEOGRAPHER: Let's go off the record	15	15 it received, right?
16	at 10:27.	16	<b>A. Correct.</b>
17	(Recess taken from 10:27 a.m. to	17	Q. And from 2010 through May 2017, Grande was
18	11:05 a.m.)	18	18 not terminating any users for copyright
19	THE VIDEOGRAPHER: We're going back on the	19	19 infringement or alleged copyright infringement
20	record at 11:05.	20	20 regardless of the content of any notice of alleged
21	BY MR. O'BEIRNE:	21	21 copyright infringement that it received, right?
22	Q. Ms. Christianson, you understand you're	22	<b>A. Correct.</b>
23	still under oath?	23	Q. And from 2010 through May 2017, Grande was
24	<b>A. I do.</b>	24	24 not terminating any users for copyright
25	Q. Did you discuss the substance of your	25	25 infringement or alleged copyright infringement

Transcript of Stephanie Christianson, Designated Representative 9 (33 to 36)  
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	33	35
1 regardless of the volume of notices regarding 2 copyright infringement that it received for a 3 given customer?		1 BY MR. O'BEIRNE: 2 Q. So I'm asking, did Grande terminate the 12 3 infringers it's terminated since May 2017 under 4 its DMCA policy and procedure?
4 <b>A. Correct.</b> 5 Q. So from 2010 through May 2017, there was 6 no possibility that any Grande subscriber would be 7 terminated for copyright infringement, right?		5 <b>A. Yes.</b> 6 Q. And Grande did so because it determined 7 the circumstances were appropriate to terminate 8 them as repeat copyright infringers under its DMCA 9 policy and procedure?
8 MR. BROPHY: Objection, vague, calls for 9 speculation, outside the scope of the topics.		10 MR. BROPHY: Objection, vague, calls for 11 speculation, outside the scope of the topics, but 12 you can answer.
10 You can answer in your personal capacity 11 if you're aware.		13 <b>A. Yes.</b>
12 <b>A. I am not aware.</b>		14 <b>BY MR. O'BEIRNE:</b>
13 <b>BY MR. O'BEIRNE:</b>		15 Q. When was the DMCA -- strike that.
14 Q. There was no possibility that a Grande 15 subscriber for whom Grande received a notice of 16 copyright infringement, would be terminated for 17 copyright infringement from 2010 through May 2017, 18 right?		16 Grande's DMCA policy and procedure was 17 implemented, at the earliest, February 2017, 18 right?
19 MR. BROPHY: Objection, vague, calls for 20 speculation and outside the scope of the topics.		19 MR. BROPHY: Object as vague, but you can 20 answer.
21 You can answer in your personal capacity 22 if you're aware.		21 <b>A. So the DMCA policy when it was put in 22 place and on the website, is the date on which it 23 would've been enforced.</b>
23 <b>A. I can't answer that.</b>		24 <b>BY MR. O'BEIRNE:</b>
24 <b>BY MR. O'BEIRNE:</b>		25 Q. When was it put on the website?
25 Q. You agreed with me that Grande wasn't	34	36
1 terminating anybody for copyright infringement 2 during that period, right?		1 <b>A. It looks like it was November of 2016.</b> 2 Q. But nobody was terminated under the policy 3 until June 2017, right?
3 MR. BROPHY: Objection, mischaracterizes 4 the testimony.		4 <b>A. June 2017 was the first termination.</b> 5 Q. Okay. So it's your testimony that the 6 earliest that the DMCA policy and procedure was 7 implemented was November 2016?
5 <b>A. To my knowledge.</b>		8 MR. BROPHY: Objection, vague.
6 <b>BY MR. O'BEIRNE:</b>		9 <b>A. That was when the policy was put on the 10 website and it was enforced.</b>
7 Q. And you're here as Grande's witness as to 8 the factual bases for any entitlement to the safe 9 harbor, right?		11 <b>BY MR. O'BEIRNE:</b>
10 <b>A. Yes.</b>		12 Q. So my specific question is, what is the 13 earliest date on which the DMCA policy and 14 procedure was implemented? And I understand you 15 to be testifying that the earliest date of 16 implementation of the DMCA policy and procedure 17 was November 2016.
11 Q. Grande terminated the 12 people it has 12 terminated since May 2017 because the 13 circumstances were appropriate to terminate them 14 as repeat copyright infringers, correct?		18 MR. BROPHY: Objection, vague.
15 MR. BROPHY: Objection, outside the scope 16 of the topics, vague, calls for speculation.		19 <b>BY MR. O'BEIRNE:</b>
17 You can answer in your personal capacity 18 if you're aware.		20 Q. Do you agree with that?
19 MR. O'BEIRNE: Hold on, I would just like 20 to clarify the record. Topic No. 13, the factual 21 basis for Grande's assertion to entitlement to the 22 DMCA safe harbor, including, but not limited to, 23 the implementation of such a policy and the number 24 of repeat infringers terminated under the policy.		21 <b>A. November 2016 is when it was posted on the 22 website.</b>
25		23 Q. Okay. I'm handing you what's previously 24 been admitted as PX53. Do you see that?
		25 <b>A. Yeah. Yes.</b>

## Transcript of Stephanie Christianson, Designated Representative

10 (37 to 40)

Conducted on June 27, 2018

	37		39
1 Q. That is Grande's current policy titled 2 "DMCA Policy and Procedure," correct? 3 <b>A. Yes.</b> 4 Q. So as we're talking today, when I refer to 5 Grande's DMCA policy and procedure, I'm referring 6 to that document. You understand? 7 <b>A. Yes.</b> 8 Q. Okay. As opposed to, say, the acceptable 9 use policy effective October 1st, 2013. Okay? 10 <b>A. Yes.</b> 11 Q. All right. When was that DMCA policy and 12 procedure, PX53, first implemented by Grande? 13 <b>A. It would've been November of 2016, when it</b> <b>14 was posted to the website.</b> 15 Q. You would agree with me that prior to the 16 posting -- strike that. 17 I would like to talk about two periods 18 now. The period before November 2016 -- strike 19 that. 20 I would like to talk to you about the time 21 period between 2010 and November 2016, that's one 22 time period, and then the time after November 2016 23 is the second period. Is that fair? 24 <b>A. Yes.</b> 25 Q. All right. You've already testified that		1 <b>A. I don't know that I can say that I would</b> <b>2 agree with you on that.</b> 3 <b>BY MR. O'BEIRNE:</b> 4 Q. What factual basis exists for Grande to 5 assert entitlement to the safe harbor under the 6 DMCA for any period between October 2010 and 7 November 2016? 8 MR. BROPHY: Same objections. 9 MR. O'BEIRNE: Hold on. To be clear, 10 Topic 13 says the factual basis for Grande's 11 assertion to entitlement to the DMCA safe harbor 12 from copyright infringement liability. 13 BY MR. O'BEIRNE: 14 Q. So I'm asking, Ms. Christianson, please 15 tell me the factual basis, as Grande's corporate 16 witness, for Grande to assert an entitlement to 17 the DMCA safe harbor for any time period between 18 October 2010 and November 2016. 19 MR. BROPHY: Just to be clear, this topic 20 addresses the factual bases for it, not 21 Ms. Christianson's understanding of the law and 22 how those facts apply to the law. So I'm going to 23 continue to object as outside of the scope of the 24 topics for that reason. 25 MR. O'BEIRNE: Okay. I'll give you -- the	
	38		40
1 Grande did not have a policy that provided for the 2 termination of subscribers and account holders who 3 were repeat infringers until, at the earliest, 4 that DMCA policy and procedure, right? 5 MR. BROPHY: Objection, mischaracterizes 6 her earlier testimony and also vague. 7 You can answer. 8 <b>A. I did say that.</b> 9 <b>BY MR. O'BEIRNE:</b> 10 Q. So you would agree with me that prior 11 to -- strike that. 12 You would agree with me that between at 13 least 2010 and November 2016, there is no factual 14 basis for Grande to assert an entitlement to the 15 DMCA safe harbor? 16 MR. BROPHY: I'm sorry, Counsel. Would 17 you mind repeating that question? I apologize. 18 BY MR. O'BEIRNE: 19 Q. You would agree with me that between at 20 least 2010 and November 2016, there is no factual 21 basis for Grande to assert an entitlement to the 22 DMCA safe harbor? 23 MR. BROPHY: Objection as outside the 24 scope of the 30(b)(6) topics, calling for 25 speculation and vague.	1 objection's in the record. Can I just re-read the 2 question for the benefit of the witness? 3 MR. BROPHY: Yeah. 4 MR. O'BEIRNE: So understanding your 5 objection to the scope. 6 BY MR. O'BEIRNE: 7 Q. Ms. Christianson, here's my question: 8 Please tell me the factual basis or bases as 9 Grande's corporate witness, for Grande to assert 10 an entitlement to the DMCA safe harbor for any 11 time period between October 2010 and 12 November 2016? 13 <b>A. I can't answer that.</b> 14 Q. You have in front of you PX -- I think 15 it's 182, the 2013 -- it's 103. Sorry. PX103 in 16 front of you, the 2013 acceptable use policy; you 17 see that? 18 <b>A. Yes.</b> 19 Q. You would agree with me that that is the 20 acceptable use policy in place at Grande from 21 October 1st, 2013, through the present, correct? 22 <b>A. If this is the one that's posted on the</b> <b>23 website, yes.</b> 24 Q. Okay. And prior to the implementation of 25 the DMCA policy and procedure document that we've		

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11 (41 to 44)

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	41		43
1	looked at, that is the only policy at Grande	1	infringement by its subscribers?
2	governing copyright infringement allegations	2	<b>A. Repeat the question for me one more time.</b>
3	against Grande subscribers, right?	3	Q. Sure. Again, I'm trying to differentiate
4	MR. BROPHY: Objection, vague.	4	between November 2016 and forward under the new
5	<b>A. I'm sorry. Can you repeat it?</b>	5	DMCA policy and procedure and the time when just
6	<b>BY MR. O'BEIRNE:</b>	6	this policy was in effect.
7	Q. Sure. Let's just break it down. You	7	So my question is, during the time this
8	understand the DMCA policy and procedure addresses	8	policy was in effect in PX103 but before the DMCA
9	alleged copyright infringement by Grande	9	policy and procedure, what e-mail addresses was
10	subscribers, right?	10	Grande using to accept notices of alleged
11	<b>A. Yes.</b>	11	copyright infringement by its subscribers?
12	Q. And the acceptable use policy also	12	<b>A. It was abuse@ -- I believe it was</b>
13	addresses copyright infringement, right?	13	<b>grandecom.com at the time.</b>
14	<b>A. Yes.</b>	14	Q. Also dmca@grandecom.com?
15	Q. So prior to the DMCA policy and procedure	15	<b>A. Yes.</b>
16	document that we've looked at, the 2013 acceptable	16	Q. And I've seen at various times e-mail
17	use policy was the only policy at Grande	17	suffixes of @mygrande.com, @grandecom.com. Is it
18	addressing allegations of copyright infringement	18	your understanding that those all go to the same
19	submitted by third parties to Grande based on	19	place?
20	conduct of -- by Grande subscribers, right?	20	<b>A. Yes, ultimately. We migrated everything.</b>
21	MR. BROPHY: Same objection.	21	Q. So an e-mail sent to dmca@mygrande.com for
22	<b>A. Yes.</b>	22	the time when that e-mail was active and
23	<b>BY MR. O'BEIRNE:</b>	23	dmca@grandecom.com, those would both go into the
24	Q. So if I'm a Grande subscriber in	24	system?
25	January 2014 and I want to know what I'm allowed	25	<b>A. Yes.</b>
	42		44
1	to do with Grande's Internet service, I would look	1	Q. The abuse system?
2	to that document, right?	2	<b>A. Say that one more time.</b>
3	MR. BROPHY: Objection, vague; also	3	Q. The abuse system?
4	outside the scope of the topics, calls for	4	<b>A. Yes.</b>
5	speculation.	5	Q. Other than the dmca@ and the abuse@
6	<b>A. This acceptable use policy is where we</b>	6	addresses that we've discussed, was there any
7	<b>would have that information. What a customer</b>	7	other e-mail address at which Grande was accepting
8	<b>would do, I cannot speak to.</b>	8	and processing notices of alleged copyright
9	<b>BY MR. O'BEIRNE:</b>	9	infringement from October 2013 until
10	Q. Okay. But it's fair to say this Internet	10	November 2016?
11	acceptable use policy governed the acceptable use	11	MR. BROPHY: Objection, vague.
12	of Grande's Internet service by its customers?	12	<b>A. Repeat the question for me, please.</b>
13	<b>A. Yes.</b>	13	<b>BY MR. O'BEIRNE:</b>
14	Q. Okay. And if I were a third-party	14	Q. Sure. Other than the dmca@ and the abuse@
15	copyright owner and I wanted to submit a notice of	15	e-mail addresses that you've referenced, was there
16	copyright infringement by a Grande subscriber in	16	any other e-mail address at which Grande was
17	January 2014, what would I look at of Grande's	17	accepting and processing notices of alleged
18	policies to figure out how to do that?	18	copyright infringement from October 2013 until
19	<b>A. The acceptable use policy.</b>	19	November 2016?
20	Q. Okay. Between October 2013 -- well,	20	<b>A. Not that I'm aware of.</b>
21	strike that.	21	Q. As Grande's corporate witness you're not
22	During the time that this acceptable use	22	aware of any other, right?
23	policy was in effect and prior to the DMCA policy	23	MR. BROPHY: Same objection.
24	and procedure, what e-mail addresses did Grande	24	<b>A. No.</b>
25	have set up to receive notices of copyright	25	

Transcript of Stephanie Christianson, Designated Representative 17 (65 to 68)  
Conducted on June 27, 2018

	65		67
1 is, right?		1 <b>A. Sure, it can.</b>	
2 MR. BROPHY: I'll object as outside the		2 Q. Well, you understand that's what this case	
3 scope of the topics and vague.		3 is about, is that users of Grande's services,	
4 <b>A. In general terms, yes.</b>		4 plaintiffs allege, infringed plaintiffs' works	
5 <b>BY MR. O'BEIRNE:</b>		5 over BitTorrent, right?	
6 Q. Okay. And obviously Topic 2, I would like		6 <b>A. Yes.</b>	
7 to discuss with you Grande's knowledge of its		7 Q. Okay. And you -- how many notices of	
8 customers' or users' use of Grande's Internet		8 alleged infringement did Grande receive between	
9 service to infringe copyrighted sound recordings.		9 2011 and 2016?	
10 So obviously we're going to be discussing what		10 <b>A. Notices of alleged infringement is about</b>	
11 "infringing sound recordings" means.		11 <b>1.2 million.</b>	
12 MR. BROPHY: I'll object as outside the		12 Q. And you understand that those notices	
13 scope of the topics.		13 largely deal with peer-to-peer file sharing	
14 <b>BY MR. O'BEIRNE:</b>		14 infringement?	
15 Q. Okay. Ma'am, do you believe that you		15 <b>A. Allegedly, yes.</b>	
16 understand what "infringe copyrighted sound		16 Q. Right. Sitting here today, what evidence	
17 recordings" means sufficient to testify about		17 do you have, as Grande's representative on Topic	
18 Topic No. 2?		18 No. 2, that any particular notice received by	
19 <b>A. Yes.</b>		19 Grande did not accurately describe the factual	
20 Q. Okay. You understand that copyrighted		20 information contained in that notice?	
21 sound recordings can be infringed by various kinds		21 MR. BROPHY: I'll object as outside the	
22 of activities?		22 scope of the topics, calling for speculation and	
23 MR. BROPHY: Same objections.		23 vague.	
24 <b>A. What kind of activities are you referring</b>		24 <b>A. I'm sorry, what do you mean? Repeat the</b>	
25 to?		25 question.	
	66		68
1 <b>BY MR. O'BEIRNE:</b>		1 <b>BY MR. O'BEIRNE:</b>	
2 Q. Well, for example, you could take a CD and		2 Q. Sure. Well, in topic --	
3 burn a bunch of copies of a CD. That could be		3 <b>A. Rephrase.</b>	
4 copyright infringement, right?		4 Q. Sure. Topic No. 1 is "Communications,	
5 <b>A. Yes.</b>		5 information and documents concerning copyright	
6 Q. Or you could make digital copies of an		6 infringement of sound recordings through your	
7 electronic sound recording. That could be		7 customers' use of your Internet service."	
8 copyright infringement?		8 And then Topic No. 2 talks about Grande's	
9 <b>A. Yes.</b>		9 knowledge of the use of the service, infringement.	
10 Q. And one of the ways that copyrighted sound		10 So I'm just asking you, you just testified	
11 recordings are infringed is through online file		11 Grande's testimony is that it received at least	
12 sharing, right?		12 1.2 million, approximately, notices of -- what you	
13 MR. BROPHY: Object as outside the scope		13 called "alleged infringement," between 2011 and	
14 of the topics and also vague, calling for		14 2016, right?	
15 speculation.		15 <b>A. Yes.</b>	
16 <b>A. I suppose it's one of the ways, yes.</b>		16 Q. Sitting here today, what evidence do you	
17 <b>BY MR. O'BEIRNE:</b>		17 have, as Grande's representative, that any	
18 Q. Well, you don't just have to suppose,		18 particular one of those notices contained a	
19 right? I mean you generally understand people		19 description of alleged infringement that was	
20 share files over, say, peer-to-peer networks like		20 inaccurate?	
21 BitTorrent, right?		21 MR. BROPHY: Object as outside the scope	
22 MR. BROPHY: Same objections.		22 of the 30(b)(6) topics and vague.	
23 <b>A. I understand that it's a thing, yes.</b>		23 <b>A. I can only report that we've received the</b>	
24 <b>BY MR. O'BEIRNE:</b>		24 notices.	
25 Q. That occurs?		25	

## Transcript of Stephanie Christianson, Designated Representative

18 (69 to 72)

Conducted on June 27, 2018

	69		71
1 BY MR. O'BEIRNE:		1 see that, ma'am?	
2 Q. Topic 29 is "Grande's receiving,		2 <b>A. I do.</b>	
3 forwarding, developing, conceiving, drafting,		3 Q. This is an e-mail chain from March 2016,	
4 implementing, or disseminating to customers, users		4 right?	
5 or other third parties, any notice."		5 <b>A. Yes.</b>	
6 Do you see that?		6 Q. At the bottom of the e-mail there's --	
7 <b>A. I do.</b>		7 strike that.	
8 Q. Grande does not independently investigate		8 The bottom of the first page of PX169 has	
9 the contents of any notice of copyright		9 an e-mail from david.pattie@grifols.com to Paul	
10 infringement that it receives, does it?		10 Morgan and chris.doyle@mygrande.com. Do you see	
11 <b>A. Investigate how?</b>		11 that?	
12 Q. In any way.		12 <b>A. Yes.</b>	
13 <b>A. Can I ask you to rephrase that? I want to</b>		13 Q. And he's forwarding an e-mail that's	
14 <b>make sure I've got the correct question you're</b>		14 titled "Notice of Claimed Infringement - Case	
15 <b>asking.</b>		15 ID 413176005." Do you see that?	
16 Q. Sure. Let me repeat my question.		16 <b>A. I do.</b>	
17 Grande does not independently investigate		17 Q. And he says, "Paul and Chris, Can you	
18 the contents of any notice of copyright		18 clarify the abuse e-mail below that we received	
19 infringement that it receives, correct?		19 from Grande?"	
20 <b>A. Investigate the content, no.</b>		20 Do you see that?	
21 Q. Sitting here today, can you tell me of any		21 <b>A. Yes.</b>	
22 instance in which Grande received a notice		22 Q. And this is being sent by an enterprise	
23 alleging copyright infringement and determined		23 customer, right, because they would've received an	
24 that the factual event described in the notice		24 e-mail as opposed to a written letter as of	
25 that the sender alleged constituted copyright		25 March 22nd, 2016?	
	70		72
1 infringement did not occur as detailed in the		1 <b>A. Yes.</b>	
2 notice?		2 Q. Mr. Morgan responds -- actually, strike	
3 MR. BROPHY: Objection as outside the		3 that.	
4 scope of the topics, calling for speculation.		4 Mr. Morgan forwards the e-mail at the	
5 <b>A. I can't concretely answer that.</b>		5 bottom of the first page of PX169 to @OSC and	
6 <b>BY MR. O'BEIRNE:</b>		6 Robert Creel asking, "All, Was an abuse ticket	
7 Q. Is it fair to say that -- well, let's		7 created for Girfols or Biomet? See below e-mail	
8 think of it this way. Grande receives a notice		8 chain. Is this legit or what is it about?"	
9 from a copyright holder saying at such and such a		9 Do you see that?	
10 time, this IP address copied this song. Those are		10 <b>A. I do.</b>	
11 the kinds of notices Grande receives, right?		11 Q. He then says, "Their IT guy e-mailed me	
12 <b>A. Yes.</b>		12 this today asking what is going on?"	
13 Q. Sitting here today, can you tell me any		13 Do you see that?	
14 time that Grande determined using any means at its		14 <b>A. Yes.</b>	
15 disposal, that a notice describing an event		15 Q. William Rannefeld responds to Mr. Morgan's	
16 alleged to be copyright infringement did not occur		16 e-mail at 2:23 p.m. on March 22nd, 2016. Do you	
17 as described in the notice?		17 see that?	
18 MR. BROPHY: I'll object as outside the		18 <b>A. I do.</b>	
19 scope of the topics and calling for speculation.		19 Q. He says, "Paul, This is an e-mail	
20 <b>A. Not that I could speak to. I don't know</b>		20 generated from our abuse system."	
21 <b>that.</b>		21 Do you see that?	
22 <b>BY MR. O'BEIRNE:</b>		22 <b>A. Yes.</b>	
23 Q. I'm handing you what's previously been		23 Q. He says, "I pulled up the actual abuse	
24 marked as PX169, a document produced by Grande in		24 ticket and it is also random numbers and letters."	
25 this case with a Bates number ending 474. Do you		25 Do you see that?	

Transcript of Stephanie Christianson, Designated Representative 27 (105 to 108)  
Conducted on June 27, 2018

<p>1 on the record, Exhibit 198.</p> <p>2 MR. O'BEIRNE: Oh, sorry. Thank you. My 3 apologies. I've got to put my hand on the other 4 ones we looked at.</p> <p>5 BY MR. O'BEIRNE:</p> <p>6 Q. Let's look at 69. It's the e-mail from 7 Mr. Lomax. Remember that?</p> <p>8 A. Yes.</p> <p>9 Q. So Mr. Lomax in Exhibit 69 says, "This is 10 a notice that someone has illegally downloaded 11 copyrighted content."</p> <p>12 Do you recall that?</p> <p>13 A. Yes.</p> <p>14 Q. And you've testified, I understood you to 15 be testifying that perhaps Mr. Lomax didn't fully 16 understand the meaning of the information in 17 Grande's abuse system. Is that your testimony?</p> <p>18 A. Yes.</p> <p>19 Q. Now, we've covered this, I think, but 20 Mr. Horton clearly understands the abuse system, 21 right?</p> <p>22 MR. BROPHY: Object as outside the scope 23 of the topics.</p> <p>24 A. Yes.</p> <p>25</p>	105	<p>1 A. I don't know what Mr. Murphy knows.</p> <p>2 BY MR. O'BEIRNE:</p> <p>3 Q. He was the president of the company in 4 2014. We've established that, right, ma'am?</p> <p>5 A. That is true.</p> <p>6 MR. O'BEIRNE: Do we have an answer on 7 198, Counsel?</p> <p>8 MR. BROPHY: I'm sorry?</p> <p>9 MR. O'BEIRNE: Do we have an answer on the 10 clawback of 198?</p> <p>11 MR. BROPHY: 198 does need to be clawed 12 back, yes.</p> <p>13 MR. O'BEIRNE: Does --</p> <p>14 MR. BROPHY: Does.</p> <p>15 MR. O'BEIRNE: -- affirmatively need to be 16 clawed back?</p> <p>17 MR. BROPHY: Yes.</p> <p>18 MR. O'BEIRNE: I'm not in a position now 19 to say whether it's also been used in other 20 depositions. I just don't remember. Sometimes 21 docs have appeared a couple of times as exhibits 22 or whatnot, so we can address that. And I'm 23 not -- let's table that because if it has been, I 24 want to discuss it. But I will put it aside just 25 so I don't actually reference it again.</p>	107
<p>1 BY MR. O'BEIRNE:</p> <p>2 Q. Mr. Bloch clearly understands the abuse 3 system, right?</p> <p>4 MR. BROPHY: Same objection.</p> <p>5 A. Mr. Bloch's part of the team that actually 6 processes the alleged infringement notices. So to 7 that portion of the process, yes, he does.</p> <p>8 BY MR. O'BEIRNE:</p> <p>9 Q. Mr. Creel certainly understands the abuse 10 process, right? He's the director of network and 11 technical support.</p> <p>12 MR. BROPHY: Objection, outside the scope 13 of the topics, calling for speculation; also 14 vague.</p> <p>15 A. Mr. Creel would understand a portion of it 16 at least. I can't speak to how much of the 17 process he understands and knows.</p> <p>18 BY MR. O'BEIRNE:</p> <p>19 Q. Mr. Murphy, the president of the company, 20 is certainly in a position to provide accurate 21 information about what Grande knows in March 2014, 22 right, ma'am?</p> <p>23 MR. BROPHY: Objection, calls for 24 speculation, outside the scope of the topics. I 25 just caution the witness not to speculate.</p>	106	<p>108</p> <p>1 MR. BROPHY: I appreciate it.</p> <p>2 BY MR. O'BEIRNE:</p> <p>3 Q. Ms. Christianson, as Grande's corporate 4 representative on Topic 2, you would agree with me 5 that Mr. Bloch's statement, that they know they 6 downloaded the referenced content each time, is 7 evidence that the notices Grande receives give an 8 actual knowledge of specific acts of infringement 9 described in those notices, right, ma'am?</p> <p>10 MR. BROPHY: Objection, calls for 11 speculation, vague and asked and answered.</p> <p>12 A. I don't know what Colin was referring to 13 in that e-mail.</p> <p>14 BY MR. O'BEIRNE:</p> <p>15 Q. Grande has terminated customers based on 16 these notices, right?</p> <p>17 A. Yes.</p> <p>18 Q. The only customers Grande has ever 19 terminated were based on -- strike that.</p> <p>20 Grande has only ever terminated customers 21 for copyright infringement based on notices it 22 received from third parties, right?</p> <p>23 MR. BROPHY: Objection, vague.</p> <p>24 BY MR. O'BEIRNE:</p> <p>25 Q. Let me withdraw that question and see if I</p>	

Transcript of Stephanie Christianson, Designated Representative 28 (109 to 112)  
Conducted on June 27, 2018

	109	111
1 can come at it a different way.	1 DMCA policy, right?	
2 Grande has, since 2011, terminated a total	2 <b>A. Yes.</b>	
3 of 12 customers for copyright infringement, right?	3 Q. You would agree with me that Grande	
4 MR. BROPHY: Objection, vague.	4 terminated those 12 customers because Grande	
<b>5 A. Alleged copyright infringement.</b>	5 determined that those 12 customers were repeat	
<b>6 BY MR. O'BEIRNE:</b>	6 copyright infringers?	
7 Q. Each of those 12 were terminated based on	7 MR. BROPHY: Same objection; also asked	
8 notices received by Grande, right?	8 and answered.	
<b>9 A. Yes.</b>	<b>9 A. Grande terminated the subscribers because</b>	
10 Q. The notices served as the basis for	<b>10 we received repeated notices of allegation of</b>	
11 termination, right?	<b>11 infringement for their accounts.</b>	
<b>12 A. Yes.</b>	<b>12 BY MR. O'BEIRNE:</b>	
13 Q. It's not that the 12 people came in	13 Q. Does the policy say, "We will terminate	
14 apropos of nothing and confessed to copyright	14 you even if you're not a repeat infringer if we	
15 infringement and then Grande terminated them.	15 receive allegations that you infringed"? Does it	
16 That's not what happened, right?	16 say that?	
<b>17 A. Correct.</b>	17 (Witness reviews document.)	
18 Q. A third party sent a notice to Grande's	<b>18 A. No.</b>	
19 abuse system, and based on notices received from	<b>19 BY MR. O'BEIRNE:</b>	
20 the abuse system, Grande terminated these	20 Q. It doesn't say that, does it?	
21 customers?	<b>21 A. No.</b>	
<b>22 A. Yes.</b>	22 Q. It does say "Grande will terminate the	
23 Q. I'm handing you -- actually, you may have	23 subscriptions of repeat copyright infringers."	
24 it in front of you, PX53. You do, I think, the	24 How many repeat copyright infringers has Grande	
25 DMCA policy and procedure. Can you find that,	25 terminated the subscriptions of?	
	110	112
1 ma'am? You looked at it earlier. Do you see	1 MR. BROPHY: Objection, vague.	
2 that?	<b>2 BY MR. O'BEIRNE:</b>	
<b>3 A. Yes.</b>	3 Q. Under -- let me qualify that. Since this	
4 Q. Do you see in the first paragraph of this	4 policy was implemented, how many repeat copyright	
5 document it states, about halfway down starting on	5 infringers has Grande terminated the subscriptions	
6 the far right, "Grande Communications Networks,	6 of pursuant to this policy?	
7 LLC, will terminate the subscriptions of repeat	7 MR. BROPHY: Objection, vague, calls for	
8 copyright infringers"?	8 speculation; also outside the scope of the topics.	
9 Do you see that?	<b>9 A. Grande has terminated 12 accounts based on</b>	
<b>10 A. I do.</b>	<b>10 alleged infringement.</b>	
11 Q. Grande terminated those people because	<b>11 BY MR. O'BEIRNE:</b>	
12 they determined them to be repeat copyright	12 Q. Because the subscribers of those accounts	
13 infringers, right?	13 were repeat copyright infringers in Grande's	
14 MR. BROPHY: Objection, vague.	14 determination?	
<b>15 A. Because we received multiple copies of the</b>	15 MR. BROPHY: Same objections.	
<b>16 notification of alleged infringement.</b>	<b>16 A. Because we received repeated alleged</b>	
<b>17 BY MR. O'BEIRNE:</b>	<b>17 infringement notifications.</b>	
18 Q. Based on those notices, Grande determined	<b>18 BY MR. O'BEIRNE:</b>	
19 those 12 customers to be repeat copyright	19 Q. Ma'am, you received repeated alleged	
20 infringers, right?	20 infringement notifications for thousands of	
21 MR. BROPHY: Same objection.	21 accounts, right?	
<b>22 A. Grande simply received multiple notices of</b>	<b>22 A. I don't have the exact number off the top</b>	
<b>23 alleged infringement for those customers.</b>	<b>23 of my head.</b>	
<b>24 BY MR. O'BEIRNE:</b>	24 Q. You know it's at least several thousand,	
25 Q. Grande terminated 12 customers under this	25 right?	

Transcript of Stephanie Christianson, Designated Representative 45 (177 to 180)  
Conducted on June 27, 2018

<p>1 Q. And looking at PX62, which is one of the 2 documents Grande pointed us to as representing 3 actions taken against subscribers, it lists from 4 row 15 to row 37, notices Grande received from 5 Rightscorp for this account, right?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. PX62 does not list any other entity for 8 which Grande received a notice for this account on 9 June 15th, does it?</p> <p>10 <b>A. It does not.</b></p> <p>11 Q. So Grande sent a notice to account ending 12 6380 on June 15th based on a Rightscorp notice it 13 received, right?</p> <p>14 (Witness reviews document.)</p> <p>15 <b>A. I can't say that conclusively. I would 16 need more information.</b></p> <p>17 <b>BY MR. O'BEIRNE:</b></p> <p>18 Q. Ma'am, I understand your reluctance to say 19 that that's what happened, but isn't that obvious 20 from these documents?</p> <p>21 MR. BROPHY: Object as vague.</p> <p>22 <b>A. It's not obvious. There could be 23 additional information.</b></p> <p>24 <b>BY MR. O'BEIRNE:</b></p> <p>25 Q. Grande prepared written discovery</p>	177	<p>1 right?</p> <p>2 <b>A. Yes.</b></p> <p>3 Q. Prior to Grande changing its DMCA policy 4 and procedure to expressly request notices be 5 signed with a PGP digital signature, Grande did 6 process Rightscorp notices, correct?</p> <p>7 MR. BROPHY: Objection, vague.</p> <p>8 Counsel, I don't mean to interrupt you, 9 but I think the record will be clearer if we 10 established what "processing" means. I'm 11 concerned that there's some significant lack of 12 clarity developing in the record because of that. 13 Feel free to ignore that, but I'll throw it out 14 there. I think it might help everyone.</p> <p>15 BY MR. O'BEIRNE:</p> <p>16 Q. I'll withdraw the question for one second. 17 Please bear with me, ma'am, while I scroll back 18 through.</p> <p>19 Your testimony previously was, "the 20 alleged notifications we get from Rightscorp have 21 not been processed." That's what you said, right?</p> <p>22 <b>A. Yes.</b></p> <p>23 Q. What did you mean by "have not been 24 processed"?</p> <p>25 <b>A. Meaning we take them into our abuse queue</b></p>	179
<p>1 responses to us that told me that this document 2 reflects actions taken against this customer who 3 you terminated, and you're going to say under oath 4 that you didn't take action against this customer 5 based on Rightscorp notices?</p> <p>6 MR. BROPHY: I'll object to the extent 7 that it mischaracterizes the interrogatory and 8 defendants' response to that interrogatory.</p> <p>9 <b>A. I can't speak to why this document was 10 included.</b></p> <p>11 <b>BY MR. O'BEIRNE:</b></p> <p>12 Q. Did you have anything to add to that 13 answer, ma'am? I don't want to interrupt you, but 14 it seemed like you were going to continue 15 testifying.</p> <p>16 <b>A. No.</b></p> <p>17 MR. O'BEIRNE: I would just like to note 18 for the record, the witness considered that answer 19 for a minute and ten seconds before answering and 20 to a prior question, reviewed the document for 21 two minutes and 20 seconds prior to answering.</p> <p>22 <b>BY MR. O'BEIRNE:</b></p> <p>23 Q. The basis of your testimony that Grande 24 does not process Rightscorp notices is the PGP 25 digital signature issue you mentioned previously,</p>	178	<p>1 <b>for counts, but they don't get processed. They 2 don't formulate a notification to the subscriber.</b></p> <p>3 Q. Turned into a letter by the abuse system?</p> <p>4 <b>A. Correct.</b></p> <p>5 Q. Prior to Grande updating its DMCA policy 6 to expressly request notices be signed with a PGP 7 digital signature, Grande did process all the way 8 through and generate a letter based on Rightscorp 9 notices it received, correct?</p> <p>10 <b>A. That is my understanding, yes.</b></p> <p>11 Q. Your understanding as Grande's corporate 12 witness on the topic of notices?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. Other than Grande's policy change, sitting 15 here today, can you tell me any difference between 16 the Rightscorp notices Grande received prior to 17 requesting a PGP and after requesting a PGP?</p> <p>18 <b>A. Repeat that.</b></p> <p>19 Q. Sure. There was a time, before Grande 20 requested that notices be digitally signed by PGP, 21 where it was sending letters based on Rightscorp 22 notices, right?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. And then your testimony is, Grande stopped 25 sending letters based on Rightscorp notices after</p>	180

## Transcript of Stephanie Christianson, Designated Representative

46 (181 to 184)

Conducted on June 27, 2018

	181		183
1 it updated its DMCA policy, to ask senders to 2 digitally sign it with PGP, right?		1 provided to CSG for the purpose of sending letters 2 to Grande customers, right, ma'am?	
3 <b>A. Yes.</b>		3 <b>A. Yes.</b>	
4 Q. And that happened in April 2017, right?		4 Q. And the column in the far left has the 5 account number of the subscriber that goes with 6 the letter, right?	
5 <b>A. Yes.</b>		7 <b>A. Yes.</b>	
6 Q. Sitting here today, can you tell me any 7 difference in the notices from Rightscorp from 8 before that change and after the change?		8 Q. And then on the far right, there's the 9 information of when the letter was sent, right?	
9 Rightscorp was sending the same information in the 10 notices, right?		10 <b>A. Yes.</b>	
11 <b>A. I don't know of any changes.</b>		11 Q. Then in the letter column, it's which of 12 the two letter templates, 550 or 551 was sent?	
12 MR. O'BEIRNE: I think this may be a good 13 time for a quick break.		13 <b>A. Yes.</b>	
14 MR. BROPHY: Sure.		14 Q. And then there's a company that sent the 15 original notice, and then in ticket 1, 2, 3, 16 there's information regarding what copyrighted 17 work was included in the notice, right, ma'am?	
15 MR. O'BEIRNE: Maybe a quick comfort 16 break, but let's keep it quick.		18 <b>A. Yes.</b>	
17 MR. BROPHY: Okay.		19 Q. And so this record reflects letters sent 20 to Grande customers based on notices received by 21 Grande, correct?	
18 THE VIDEOGRAPHER: Please stand by. We're 19 going off the record at -- we're going off the 20 record at 1719.		22 <b>A. Yes.</b>	
21 (Recess taken from 5:19 p.m. to 5:31 p.m.)		23 Q. And I'll represent to you that's a 24 one-page version of this 8400-page PDF. For ease 25 of use, we just created smaller portions of it so	
22 THE VIDEOGRAPHER: We're going back on the 23 record at 1731.			
24 BY MR. O'BEIRNE:			
25 Q. Ms. Christianson, you understand you're			
	182		184
1 still under oath, right, ma'am?		1 we could discuss it. If you turn to the second 2 page of that two-page document, PX173, you'll see 3 that there's a subsequent page with a different 4 Bates number, I think ending 6001. Do you see 5 that, ma'am?	
2 <b>A. Yes.</b>		6 <b>A. Yes.</b>	
3 Q. Did you discuss the substance of your 4 testimony with anybody at the break?		7 Q. And on there, do you also see entries 8 reflecting letters sent to customers based on 9 notices received by Grande from Rightscorp?	
5 <b>A. No.</b>		10 <b>A. Yes.</b>	
6 Q. Did you call anybody to discuss your 7 testimony at the break?		11 Q. So you would agree with me, then, that if 12 there's an entry in this document stating that the 13 company is Rightscorp with information in the 14 letter sent column, that indicates that a letter 15 was sent to a Grande customer by Grande based on a 16 notice received for that account from Rightscorp, 17 correct?	
8 <b>A. No.</b>		18 <b>A. Yes, that's what it looks like.</b>	
9 Q. I'm handing you what's been previously 10 marked PX173 that we discussed with 11 Mr. Christianson yesterday. That is a document 12 based on an 8400-page PDF produced to plaintiffs 13 with the beginning Bates number GRANDE2542672. Do 14 you recognize that chart?		19 Q. And that's your understanding based on 20 Grande's -- knowledge as Grande's corporate 21 witness?	
15 <b>A. No.</b>		22 <b>A. Yes.</b>	
16 Q. Did you assist in the generation of a CSV 17 file or an Excel file with this information to be 18 turned into this chart?		23 Q. Sitting here, can you tell me how many 24 letters Grande sent to customers from 2011 to 2017 25 based on Rightscorp notices?	
19 <b>A. I may have requested the information.</b>			
20 Q. Who did you request it from?			
21 <b>A. My first go-to would've been Lars for this</b>			
22 <b>information. Although it mentions "letters," so</b>			
23 <b>I'm not sure he would have that.</b>			
24 Q. You understand that this reflects 25 information in Grande's system of what was			

Transcript of Stephanie Christianson, Designated Representative  
Conducted on June 27, 2018

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<p><b>1 BY MR. O'BEIRNE:</b></p> <p>2 Q. Was there ever a time when Grande 3 determined that conduct engaged in by an IP 4 address listed in one of its notices had, in fact, 5 not been engaged in by that IP address?</p> <p><b>6 A. No, we don't have the ability to tell you 7 what our customers are doing on their IP 8 addresses.</b></p> <p>9 Q. Rightscorp is telling you what your 10 customers are doing. What I'm asking you is, 11 whether Grande was ever in any single instance 12 able to conclude that what Rightscorp was telling 13 you your customers were doing was inaccurate?</p> <p>14 MR. BROPHY: Object as outside the scope 15 of the topics and vague and also mischaracterizing 16 Rightscorp's notices.</p> <p><b>17 A. Rightscorp is giving us the allegation of 18 what our customer is doing. We have no way of 19 confirming or denying that.</b></p> <p><b>20 BY MR. O'BEIRNE:</b></p> <p>21 Q. And you would agree with me that Grande 22 cannot point to a single instance in which it 23 concluded that the alleged activity reflected in 24 the Rightscorp notice, in fact, did not occur?</p> <p>25 MR. BROPHY: Same objections.</p>	<p><b>1 BY MR. O'BEIRNE:</b></p> <p>2 Q. You would agree with me, that Grande did 3 not meaningfully investigate any notice it 4 received from Rightscorp, correct?</p> <p>5 MR. BROPHY: Objection, vague.</p> <p><b>6 A. The alleged infringement notices? We 7 don't have a way of investigating that.</b></p> <p><b>8 BY MR. O'BEIRNE:</b></p> <p>9 Q. So you would agree with me, Grande did not 10 meaningfully investigate notices alleging 11 infringement that it received from Rightscorp?</p> <p>12 MR. BROPHY: Same objection.</p> <p><b>13 A. Yes.</b></p> <p><b>14 BY MR. O'BEIRNE:</b></p> <p>15 Q. It did not meaningfully investigate them 16 when it was generating letters based on them prior 17 to the PGP change, right?</p> <p><b>18 A. Yes.</b></p> <p>19 Q. And it did not meaningfully investigate 20 them after the PGP change when it only accepted 21 them but did not send letters based on them, 22 right?</p> <p><b>23 A. Correct.</b></p> <p>24 Q. The level of scrutiny or investigation 25 Grande applied to Rightscorp notices did not</p>
222	224
<p><b>1 A. Grande would have no way of knowing that.</b></p> <p><b>2 BY MR. O'BEIRNE:</b></p> <p>3 Q. That's not what I'm asking you, ma'am. 4 And you have given me the same nonresponsive 5 answer several times and I need an answer to this 6 question. So I'm just going to ask you to please 7 listen to the question.</p> <p>8 You would agree with me Grande cannot 9 point to a single instance in which it concluded 10 that the alleged activity reflected in any 11 Rightscorp notice, in fact, did not occur?</p> <p>12 MR. BROPHY: Same objections; also asked 13 and answered.</p> <p><b>14 A. Yes.</b></p> <p><b>15 BY MR. O'BEIRNE:</b></p> <p>16 Q. Sitting here today, you cannot point to -- 17 as Grande's -- strike that.</p> <p>18 As Grande's corporate representative on 19 Topics 30, 32 and 33, you cannot point to a single 20 Rightscorp notice that Grande concluded was 21 inaccurate in any respect?</p> <p>22 MR. BROPHY: Objection, outside the scope 23 of the topics, vague; also asked and answered.</p> <p><b>24 A. I cannot.</b></p> <p>25</p>	<p>1 change in any way when Grande went from sending 2 letters based on Rightscorp notices to not sending 3 letters, right?</p> <p><b>4 A. Correct.</b></p> <p>5 Q. The only thing that changed was that 6 Grande updated the DMCA policy and procedure in 7 2017, to request senders digitally sign notices 8 with a PGP, right?</p> <p><b>9 A. That is correct.</b></p> <p>10 Q. And based on that policy change, Grande 11 ceased sending letters based off Rightscorp 12 notices that it had been sending letters based on 13 up till that policy change, right?</p> <p><b>14 A. Yes.</b></p> <p>15 Q. What specific additional concerns did 16 Grande have as to the authenticity of notices it 17 received from Rightscorp following the PGP change?</p> <p>18 MR. BROPHY: Counsel, sorry to interrupt. 19 Which topic is this?</p> <p>20 MR. O'BEIRNE: Thirty, 32 and 33, Grande's 21 understanding of Rightscorp's policies, practices 22 and capabilities.</p> <p>23 MR. BROPHY: Okay. I'll object as outside 24 the scope of the topics.</p> <p>25 MR. O'BEIRNE: Also communications</p>